



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: February 18, 2020

**CRAIG A. GARGOTTA
UNITED STATES BANKRUPTCY JUDGE**

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

IN RE:	§	CASE NO. 19-50304-CAG
	§	
R. BRYAN BLUMENKRANTZ	§	
JULIE MARIE BLUMENKRANTZ	§	
	§	
DEBTORS	§	CHAPTER 7

**ORDER GRANTING
CHAPTER 7 TRUSTEE'S AMENDED MOTION TO (I) APPROVE A SHORT SALE OF
REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND
INTERESTS PURSUANT TO 11 U.S.C. § 363(b), (f), AND (m),
(II) SURCHARGE AGREEMENT BETWEEN SECURED LENDER AND THE ESTATE,
AND (III) OTHER RELIEF**

On this day came on to be heard the Chapter 7 Trustee's Amended Motion to (I) Approve a Short Sale of Real Property Free and Clear of Liens, Claims, Encumbrances, and Interests Pursuant to 11 U.S.C. § 363(b), (f), and (m), (II) Surcharge Agreement between Secured Lender and the Estate, and (III) Other Relief (the "Motion").

The Court finds that notice is proper. The Court finds that no formal objection to the relief requested by the motion has been timely filed. The court finds that the proposed sale of the

property of the estate is beneficial to the estate and should be granted as requested. Accordingly, it is:

ORDERED and **ADJUDGED** as follows:

1. The notice of the Motion is approved as proper and adequate under the circumstances.

2. The Motion is GRANTED.

3. The Trustee is authorized to sell the real property located at:

LOT FOUR (4) IN BLOCK TWO (2) OF THE PROVIDENCE SUBDIVISION, UNIT NO. ONE (#1), TO THE CITY OF CLOVIS, CURRY COUNTY, NEW MEXICO, as shown by the official recorded plat thereof.

more commonly known as, 609 PROVIDENCE CIR CLOVIS, NM 88101 (the “Real Property”), for \$282,000.00, conditioned on the consent of its lienholder, and in accordance with the terms provided for in the Motion.

4. The Trustee is authorized to pay the secured mortgage creditor, Mr. Cooper (also known as “Secured Creditor”) the full amount of their lien as of the date of closing or other amount agreeable to the Secured Creditor to release their lien.

5. The Trustee is authorized to take any all actions and to execute any and all documents necessary and appropriate to effectuate and consummate the terms of said sale, including, executing a deed conveying the interests of the Debtors’ in the Real Property to Luke McPherson (the “Buyer”).

6. Pursuant to Section 363(f) of the Bankruptcy Code, effective upon closing, the sale of the Real Property will vest in the Buyer(s) all right, title and interest of the Debtors’ and the bankruptcy estate in the Real Property, free and clear of the liens, claims or interests listed below (collectively, the “Affected Interests”):

a. R. Bryan Blumenkrantz and Julie Blumenkrantz;

b. USAA Federal Savings Bank/Mr. Cooper, mortgage lienholder.

7. This Order is and shall be effective as a determination that, upon and subject to the occurrence of the closing of the sale, all Affected Interests have been and hereby are adjudged and declared to be unconditionally released as to the Real Property.

8. The Buyer has not assumed any liabilities of the Debtors’.

9. The Trustee, and any escrow agent upon the Trustee’s written instruction, shall be authorized to make such disbursements on or after the closing of the sale as are required by the purchase agreement or order of this Court, including, but not limited to, (a) all delinquent real property taxes and outstanding post-petition real property taxes pro-rated as of the closing with respect to the real property included among the purchased assets; and (b) other anticipated closing costs (estimated below):

Total Sales/Brokers Commission:	\$16,920.00
2% to Sagebrush Real Estate	\$5,640.00
2% to Southwest Real Estate	\$5,640.00
2% to BK Global Real Estate Services	\$5,640.00
Title Charges:	\$947.15
Government recording / transfer charges:	\$175.00
Other / Debits (incl. 506(c) surcharge, Trustee Liability Insurance)	\$891.95
Satisfaction of Liens:	
Mr. Cooper (home mortgage servicer)	\$254,311.76

Without further order of the court, the Trustee is authorized to pay closing costs in amounts different than the estimated amounts described above so long as they are within industry standards and with the consent of the lienholder, Secured Creditor and applicable homeowners association.

10. Except as otherwise provided in the Motion, the Real Property shall be sold, transferred, and delivered to Buyers on an “as is, where is” or “with all faults” basis.

11. Buyer is approved as a buyers in good faith in accordance with Section 363(m) of the Bankruptcy Code, and Buyer shall be entitled to all protections of Section 363(m) of the Bankruptcy Code.

12. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order and the purchase agreement, all amendments thereto, any waivers and consents thereunder, and each of the documents executed in connection therewith in all respects, including retaining jurisdiction to (a) compel delivery of the Real Property to the Buyer(s), (b) resolve any disputes arising under or related to the purchase agreement, and (c) resolve any disputes regarding liens, claims, or interests asserted against the Real Property.

13. The purchase agreement and any related documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors’ bankruptcy estate.

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Order submitted by:

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